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Re: New Cassel/Hicksville Ground Water Contamination Superfund Site Proposed Settlement

Dear Ms. Kivowitz and Ms. LaPoma:

On behalf of IMC Eastern Corporation (IMC), we submit the following preliminary comments to the Proposed Settlement Agreement and Order on Consent for Remedial Design, Remedial Investigation/Feasibility Study, and Cost Recovery in anticipation of our meeting with you on Monday August 18, 2014. IMC joins in the comments of Island Transportation Corporation, Grand Machinery Exchange, Inc. and 2632 Realty Development Corporation, Arkwin Industries, Inc., and Utility Manufacturing Co. and Nest Equities, Inc. We further incorporate the prior comments we submitted jointly and individually on behalf of IMC on September 23, 2013 in response to the Proposed Remedial Plan for OU-1 as well as the comments we submitted to the proposed listing of the New Cassel/Hicksville Ground Water Contamination Superfund Site on May 9, 2011.

Comment 1: Operable Unit 3 (OU3) has not been adequately delineated.

The extents of OU3 have not been adequately delineated in the Settlement Agreement. Without delineating OU3 extents, it is premature to define the remedial investigation (RI) statement of work (SOW) and to estimate RI costs, both of which have already been done in this Settlement Agreement. The Settlement Agreement should explicitly delineate the OU3 extents.

OU3 was defined, although not delineated, in the Settlement Agreement as the "the far field area downgradient of [Operable Unit 1] OU1." Because groundwater flow directions are well known, areas downgradient of OU1 can readily be determined. Groundwater flow and quality data collected at OU1 indicate that groundwater flows to

south/southwest. Thus, OU3 should be limited to just those areas of the New Cassell/Hicksville Groundwater Contamination Superfund Site located to the south/southwest of OU1. Most of the New Cassell/Hicksville Groundwater Contamination Superfund Site, however, is located either due east or due west of OU1. Consequently, these areas should not be included in OU3 since they are not located downgradient of OU1. To the extent that remedial investigations, feasibility studies, and remedial actions are required in these areas located external to OU3, additional operable units will be necessary.

Comment 2: Estimated cost of the work to be performed under the Settlement Agreement was not justified.

US EPA has estimated the costs to perform the work detailed in the Settlement Agreement to be $6,000,000 and have requested financial assurance in the same amount. However, US EPA has not detailed how the estimated costs were determined and, consequently, we are unable to independently evaluate the costs. A justification of the estimated costs, for which US EPA requires financial assurance, should be provided.

Comment 3: OU3 SOW should be tailored to site-specific needs.

The OU3 SOW is too generic and is not tailored to Site-specific needs. For example, the SOW , as currently written, potentially requires an ecological risk assessment. Since the only impacted media at the site is deep groundwater, hundreds of feet below ground surface, there is no potential for ecological risk. This section, and other similarly unnecessary sections, should be removed from the SOW so that the document reflects conditions relevant to the Site.

Comment 4: Proposed schedules in the Settlement Agreement are unrealistic.

The proposed schedules in the Settlement Agreement are unrealistic and it is unlikely that the Settling Parties will be able to meet the schedule requirements contained in the agreement. For example, the Settling Parties have only 10 days after the effective date of the Settlement Agreement to select and identify to US EPA all personnel including project coordinator, contractors, subcontractors, consultants, and laboratories. If US EPA disapproves of any of the personnel choices, Settling Parties will have another 10 days to find and identify replacements. Furthermore, within 30 days after the effective date of the Settlement Agreement, Settling Parties must submit to US EPA the OU1 workplan for the design of the remedial action and the site characterization report for OU3. The schedule in the agreement should be more realistic so that all deadlines and milestones can be achieved.

Comment 5: OU1 remedy performance standards should be the EPA Maximum Contaminant Levels (MCLs).

The OU1 remedy performance standards should be the EPA MCLs. Federal MCLs are enforceable standards, have a clear technical basis, and represent concentrations below which there is no known or expected risk to human health. For compounds with no Federal MCLs, NYSDEC Water Quality Standards or the NYSDOH Drinking Water Quality Standards should be considered. The current approach of using the lower of the

federal MCL or State criteria is inappropriate because the State criteria for certain compounds are too stringent and do not have a clear technical basis. For example, the federal MCL for cis-1,2-dichloroethylene is 70 ug/l, whereas the State criterion is 5 ug/l. Since the technical basis for the State criterion is unclear, it is appropriate to use federal MCLs as performance standards when available.

Comment 6: Natural Resource Damage (NRD) claims have already been addressed in the settlement with the State of New York.

The agreement notes that US EPA has invited the federal natural resource trustees to participate in this settlement. Furthermore, the Settlement Agreement states that the US EPA reserves the right to recover costs associated with the loss of natural resources. However, NRD claims have already been settled with the State of New York and, thus, do not need to be included in this Settlement Agreement.

These preliminary comments are obviously part of an effort in compromise and are without prejudice to any positions IMC may take in further proceedings.

We look forward to seeing you on August 18, 2014.

Very truly yours,

Robert R. Lucic